

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION

LOUMAC DISTRIBUTORS - U.S. LBM,
LLC, a Delaware Limited Liability
Company,

Plaintiff,

v.

Case No.: 2:19-cv-220-FtM-38NPM

LOUIS LUONGO, III, ALL GLASS &
WINDOWS, LLC, DIRECT WINDOW
& DOOR SUPPLY, INC. and AGW
SRQ, INC.,

Defendants.

ORDER OF DISMISSAL AND STIPULATED PERMANENT INJUNCTION¹

Before the Court is a Stipulated Joint Motion for Final Judgment and Permanent Injunction ([Doc. 102](#)) and Joint Stipulation for Dismissal with Prejudice ([Doc. 103](#)). Plaintiff LouMac Distributors – U.S. LBM, LLC (“LouMac”) and Defendant Luongo stipulate for the entry of a final judgment and entry of a Stipulated Permanent Injunction. The parties request that the Court retain jurisdiction over enforcement of the permanent injunction, which shall expire on September 23, 2021. The remaining Defendants also stipulate to dismissal of this action with prejudice, with each party to bear its own costs and attorney’s fees.

¹ Disclaimer: Documents hyperlinked to CM/ECF are subject to PACER fees. By using hyperlinks, the Court does not endorse, recommend, approve, or guarantee any third parties or the services or products they provide, nor does it have any agreements with them. The Court is also not responsible for a hyperlink’s availability and functionality, and a failed hyperlink does not affect this Order.

Upon review of the filing and because the parties are in agreement, the Court will approve the Stipulated Permanent Injunction as set forth below, retain jurisdiction for a period of time, and dismiss the case with prejudice.

Accordingly, it is now

ORDERED:

(1) The Stipulated Joint Motion for Final Judgment and Permanent Injunction ([Doc. 102](#)) is **GRANTED**.

(2) Plaintiff LouMac and Defendant Luongo have stipulated to the entry of this Stipulated Permanent Injunction regarding trade secrets.

(3) Plaintiff LouMac and Defendant Luongo have stipulated to the existence of all necessary facts and legal requirements, including irreparable harm to Plaintiff LouMac, for entry of this Stipulated Permanent Injunction under Fed. R. Civ. P. 65(a)(1). Plaintiff LouMac and Defendant Luongo's stipulation of facts and legal requirements is limited in this case solely to support this Stipulated Permanent Injunction. The Court adopts Plaintiff LouMac and Defendant Luongo's stipulations contained in their Stipulated Joint Motion for Entry of Final Judgment and Permanent Injunction.

(4) Plaintiff LouMac and Defendant Luongo have waived any necessary bond or hearing for this Stipulated Permanent Injunction, and no bond or hearing is required.

(5) Defendant Luongo, directly or indirectly through any third party, shall not use or disclose Plaintiff's confidential information and trade secrets for any purpose. For purposes of this Stipulated Permanent Injunction "confidential information" and "trade secrets" include:

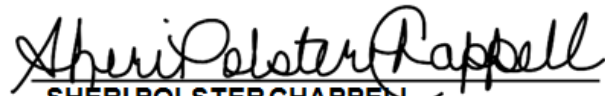
- a. the identity of Plaintiff LouMac's existing, prior, and prospective customers, and marketing plans concerning such customers, known or possessed by Defendant Luongo;
- b. non-public information concerning the ordering history, ordering preferences and practices, personnel and personal information concerning such personnel including emails and phone numbers, of Plaintiff LouMac's existing, prior and prospective customers, known or possessed by Defendant Luongo;
- c. Plaintiff LouMac's profit margins, accounting records, sales records, personnel records, and methodology, practices and strategies for pricing sales to customers or prospective customers, known or possessed by Defendant Luongo;
- d. Plaintiff LouMac's pricing concessions or agreements with customers and suppliers, pricing practices, formal and informal pricing agreements between Plaintiff LouMac's window suppliers, and the supplier's personnel and personal information concerning such personnel including emails and phone numbers, known or possessed by Defendant Luongo and;
- e. Plaintiff LouMac's personnel, their job duties, their pay, and personal information about such personnel including emails and phone numbers, known or possessed by Defendant Luongo.
- f. "Trade secrets" and "confidential information" shall not include any person's personal phone number and contact information that Defendant Luongo possesses and uses solely for personal reasons unrelated to Plaintiff LouMac's business or the sale of windows in Florida.

(6) This Order does not prevent or limit Defendant Luongo from using personal phone numbers or contact information to engage in personal communications with individuals when such communications do not reveal LouMac's confidential information and trade secrets, and are wholly unrelated to the sale or potential sale of windows or other services by LouMac or its competitors.

(7) This Stipulated Permanent Injunction is effective immediately and shall expire on **September 23, 2021**. The Court will retain jurisdiction over its enforcement until that time.

(8) The Clerk is **DIRECTED** to enter judgment dismissing the case with prejudice, deny all pending motions as moot, terminate any deadlines, and close the file.

DONE and **ORDERED** in Fort Myers, Florida this 6th day of May 2020.


SHERI POLSTER CHAPPELL
UNITED STATES DISTRICT JUDGE

Copies: All Parties of Record